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ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

January 6, 1998

RECORDATION NO.

FILED

JAN 6 '98

1-10PM

20270-N,O,P

JAN 6 1 08 PM '98

RECEIVED
SURFACE TRANSPORT
BOARD

Mr. Vernon A Williams
Secretary
Surface Transportation Board
Washington, D C 20423

Dear Mr. Williams

Enclosed for recordation pursuant to the provisions of 49 U S C Section 11301(a), are two (2) copies each of the following secondary documents all dated as of December 31, 1997 (i) an Assignment and Assumption, (ii) and Amended and Restated Security Agreement, and (iii) an Amended and Restated Assignment of Leases

The enclosed documents relate to the Security Agreement previously filed with the Board under Recordation Number 20270-A

The names and addresses of the parties to the enclosed documents are

Assignment and Assumption

Assignor MeesPierson
Coolsingel 93
PO Box 749
3000 AS Rotterdam
The Netherlands

Assignee BankBoston, N A
100 Federal Street
Boston, Massachusetts 02110

Vernon A. Williams
January 6, 1998
Page 2

Amended and Restated Security Agreement

Borrower	DJJ Leasing Ltd 300 Pike Street Cincinnati, Ohio 45202
Secured Party.	BankBoston, N A 100 Federal Street Boston, Massachusetts 02110

Amended and Restated Assignment of Leases

Assignor	DJJ Leasing Ltd 300 Pike Street Cincinnati, Ohio 45202
Assignee	BankBoston, N A 100 Federal Street Boston, Massachusetts 02110

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached hereto

Also enclosed is a check in the amount of \$72 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,

Robert W Alvord

RWA/bg
Enclosures

Schedule A
Description of Railcars and Leases

<u>Lessee</u>	<u>Credit Rating of Lessee</u>	<u>Lease Term (Mos.)</u>	<u>Effective Date</u>	<u>Lease Class</u>	<u>No. of Cars</u>	<u>Equipment Description</u>	<u>Car Report Mark & Numbers</u>
Consolidated Rail Corporation	A	48	10/7/96	A	300	52' 6" Steel Mill Gondola Car Type - G519	FCEN 96200 - FCEN 96499
Union Pacific Railroad Company	BBB	38	10/11/96	A	100	52' 6" Steel Mill Gondola Car Type - G519	CHTT 286000 - CHTT 286089
Peoria & Pekin Union Railway Company	-	60	10/31/96	B	100	52' 6" Steel Mill Gondola Car Type - G519	PPU 9100 - PPU 9199
Union Pacific Railroad Co.	BBB	36	4/7/97	A	100	52' 6" Steel Mill Gondola Car Type - G519	CHTT 286100 - CHTT 286189
South Carolina Public Service Authority	AA-	32	4/25/97	A	95	Maxgon Aluminum Coal Gondola Car Type - J311	DJLX 97000 - DJLX 97094
Harvest States Cooperatives	-	60	6/6/97	A	20	5125 cu. ft. Pressure Discharge Covered Hoppers Car Type - C614	DJLX 97200 - DJLX 97219
Burlington Northern Santa Fe Railroad	BBB	27	6/18/97	A	120	Maxgon Aluminum Coal Gondola Car Type - J311	DJLX 96000 - DJLX 96124 (sporadic)
Carolinas Cement Company	-	60	7/09/97	A	20	3230 cu. ft. Differential Covered Hoppers Car Type - C614	DJLX 97300 - DJLX 97319
Norfolk Southern Corporation	A+	6	12/20/97	A	50	73' center partition Flatcars Car Type - F483	CRLE 20715 - CRLE 20764
Total					905		

ASSIGNMENT
and
ASSUMPTION

RECORDATION NO. 20270-N FILED

JAN 6 '98 1-10PM

as of December 31, 1997

Reference is hereby made to (a) the Term Loan Agreement dated as of September 23, 1996 (as amended and in effect from time to time, the "Original Credit Agreement") by and among DJJ Leasing Ltd., the lending institutions party thereto (collectively, the "Original Lenders") and MeesPierson, N.V., as agent for the original Lenders (the "Original Agent") and (b) the other Loan Documents (as such term is defined in the Original Credit Agreement), including, but not limited to, (i) the Security Agreement dated as of September 23, 1996 between the Borrower and the Original Agent (the "Original Security Agreement"), (ii) the Assignment of Leases dated as of September 23, 1996 between the Borrower and the Original Agent (the "Original Assignment of Leases"), and (iii) the Supplements to the Security Agreement and Assignments of Leases executed from time to time between the Borrower and the Original Agent (the "Original Security Documents Supplements").

Effective as of the Closing Date as defined in the Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 1997 (the "Credit Agreement") among the Borrower, the lending institutions listed on Schedule 1 thereto (collectively, the "Lenders"), and BankBoston, N.A. as administrative Agent for itself and the other Lenders (the "Administrative Agent"), the Original Agent hereby assigns, without recourse, all of its rights, interests, obligations and duties as the agent to the Administrative Agent and the Administrative Agent hereby assumes all of the Original Agent's rights, interests, obligations and duties as agent under the Original Credit Agreement and each of the Loan Documents (as defined therein), including, but not limited to, the Original Security Agreement, the Original Assignment of Leases, and the Original Security Documents Supplements.



P. Bergman

MEESPIERSON, N.V.,

as Original Agent

P. Bergman

By:

Title:

Sr. Acc. Manager

By:

Title:

SR Acc MANAGER

BANKBOSTON, N.A.,

as Administrative Agent

By:

Title:

DIRECTOR

Seen for legalisation of the signatures appearing overleaf next to MeesPierson N.V. of Messrs P. Bergman and M.C. Everard, both known to me to be proxyholders of MeesPierson N.V., acting herein through its office at Rotterdam, the Netherlands, and as such entitled, acting jointly, to execute this document.

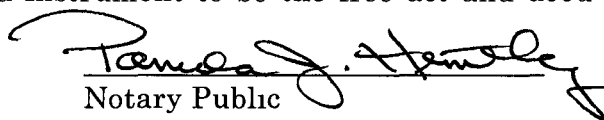


IN WITNESS WHEREOF I have
hereunto subscribed my name and
affixed my seal of office, this
30th day of December 1997.

A handwritten signature in dark ink, consisting of a large, stylized initial 'P' followed by a surname that appears to be 'Bergman'.

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of December, 1997, personally appeared Dexter Freeman to me known personally, and who, being by me duly sworn, deposes and says that he is a Director of BANKBOSTON, N.A., and that said instrument was signed and sealed on behalf of said entity by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said entity.


Notary Public

My commission expires

PAMELA J. HENTLEY, Notary Public
My Commission Expires June 21, 2002